

Recorded - ELM

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

RECORDED 14425-H
DEC 24 1996 -9 45 AM

OF COUNSEL
URBAN A. LESTER

DEC 24 9 41 AM '96

RECEIVED
SURFACE TRANSPORTATION
BOARD

December 23, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Assignment of Instruments, dated as of December 23, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Conditional Sale Agreement and other documents previously filed with the Commission and Board under Recordation Number 14425.

The names and addresses of the parties to the enclosed document are:

Assignor: The Provident Bank
One East Fourth Street
Suite 700
Cincinnati, Ohio 45202

Assignee: BNY Capital Resources Corporation
8400 East Prentice Avenue
Suite 716
Englewood, Colorado 80111

A description of the railroad equipment covered by the enclosed document is set forth in the Lease as originally filed. There is no new or additional equipment involved in this filing.

Mr. Vernon A. Williams
December 23, 1996
Page 2

Also enclosed is a check in the amount of \$22.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001

12/24/96

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW, Ste. 200
Washington, DC. 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/24/96 at 9:45AM, and assigned recordation number(s). 14425-H, 14654-H and 15033-H.

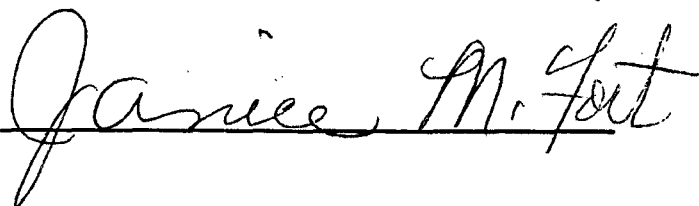
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 66.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



14425-H

ASSIGNMENT OF INSTRUMENTS (BASF 1984)

Relating to Transfer Agreement (BASF 1984)
dated as of December 23, 1996 between
The Provident Bank and BNY Capital Resources Corporation

- Conditional Sale Agreement dated as of August 20, 1984 ("Conditional Sale Agreement") between ACF Industries, Inc. ("ACFI") and Barclays Business Credit, Inc. (successor by merger to Barclays Leasing, Inc. (f/k/a Barclays American/Leasing, Inc.)) ("BBCI"), together with the Agreement to Amend of even date thereto, filed with the Interstate Commerce Commission on September 14, 1984 pursuant to 49 U.S.C. Section 11303, instrument no. 14425.
- Lease of Railroad Equipment dated as of August 20, 1984 between BASF Corporation (successor to Badische Corporation) ("BASF"), lessee, and BBCI, lessor, together with the Agreement to Amend of even date thereto, filed with the Interstate Commerce Commission on September 14, 1984 pursuant to 49 U.S.C. Section 11303, instrument no. 14425-B.
- Assignment of Lease and Agreement dated as of August 20, 1984 between BBCI and Barclays Bank PLC (successor to Barclays Bank International Limited) ("Barclays"), filed with the Interstate Commerce Commission on September 14, 1984 pursuant to 49 U.S.C. Section 11303, instrument 14425-C.
- Agreement and Assignment dated as of August 20, 1984, between ACFI and Barclays, filed with the Interstate Commerce Commission on September 14, 1984 pursuant to 49 U.S.C Section 11303, instrument 14425-A.
- Indemnity Agreement dated as of August 20, 1984, between BASF and BBCI, together with the Agreement to Amend of even date thereto.
- Participation Agreement dated as of August 20, 1984, among BASF, BBCI and Barclays, together with the Agreement to Amend of even date thereto.
- Amendment No. 2 to Conditional Sale Agreement [BASF '84] dated as of September 24, 1996 between BBCI and Barclays.
- Amendment No. 2 to Lease of Railroad Equipment dated as of September 24, 1996 between BASF and BBCI.
- Assignment of Instruments (BASF 1984) dated September 26, 1996 from BBCI to The Provident Bank.
- The foregoing instruments (each as heretofore amended) are hereinafter collectively called the "Transaction Documents."

Pursuant to the Transfer Agreement dated as of December 23, 1996 (the "Purchase Agreement") between The Provident Bank ("Provident") and BNY Capital Resources Corporation ("BNY"), Provident has agreed to transfer and assign to BNY all right, title and interest of

Provident in, to and under the Transaction Documents and the units of railroad equipment subject thereto from time to time.


Provident hereby assigns, transfers and sets over unto BNY, its successors and assigns all right, title and interest of Provident in, to and under the Transaction Documents and the units of railroad equipment subject thereto from time to time. BNY hereby accepts such assignment, transfer and setting over and assumes all of Provident's rights, benefits and interests in, to and under, and Provident's duties, liabilities and obligations under and in respect of, the Transaction Documents SUBJECT NEVERTHELESS to Section 4.8 of the Conditional Sale Agreement.

This Assignment of Instruments shall evidence the assignment of the Transaction Documents on the records of the Surface Transportation Board of the Department of Transportation. Nothing in this Assignment of Instruments shall be deemed to amend, modify or otherwise alter the provisions of the Purchase Agreement.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Instruments to be executed by an officer thereunto duly authorized on the __ day of December, 1996.

THE PROVIDENT BANK
One East Fourth Street
Suite 700
Cincinnati, Ohio 45202

By: 
Name: FORREST C. FRANK
Title: S. V. P.


BNY CAPITAL RESOURCES
CORPORATION
8400 East Prentice Avenue
Suite 716
Englewood, Colorado 80111

By: _____
Name:
Title:

STATE OF OHIO)
)
County of Hamilton) ss.:

On December __, 1996, before me personally came Forest C. Frank, known to me, who, being sworn by me, deposed and said that he is the Senior Vice President of The Provident Bank, the corporation described in and which executed the above instrument; that he signed his name thereto by authority of the board of directors of the corporation.


Notary Public
Name:

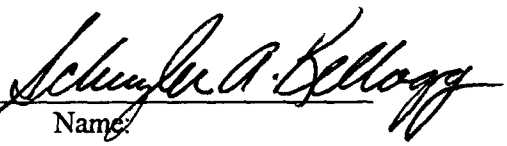
RICHARD SIEGEL
Notary Public, State of Ohio
My Commission has no Expiration date
Section 147.03 R. C. 

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Instruments to be executed by an officer thereunto duly authorized on the __ day of December, 1996.

THE PROVIDENT BANK
One East Fourth Street
Suite 700
Cincinnati, Ohio 45202

By: _____
Name:
Title:

BNY CAPITAL RESOURCES
CORPORATION
8400 East Prentice Avenue
Suite 716
Englewood, Colorado 80111

By: 
Name:
Title: Schuyler A. Kellogg
Vice President

STATE OF COLORADO)
)
County of Arapahoe) ss.:

On December ___, 1996, before me personally came SCHUYLER A. KELLOGG known to me, who, being sworn by me, deposed and said that he is the VICE PRESIDENT of BNY Capital Resources Corporation, the corporation described in and which executed the above instrument; that he signed his name thereto by authority of the board of directors of the corporation.

Diane M. Jennings
Notary Public
Name: Diane M. Jennings

MY COMMISSION EXPIRES 5/11/98